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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION**

**CONNER SLEVIN,
an individual,**

PLAINTIFF,

v.

**AB HOLLYWOOD, LLC,
a limited liability company,**

DEFENDANT.

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Case No. 3:23-CV-01404-YY

**RESPONSE TO DEFENDANT’S RULE
11 MOTION FOR SANCTIONS**

**PLAINTIFF’S FORMER ATTORNEY’S RESPONSE TO DEFENDANT’S MOTION FOR
RULE 11 SANCTIONS**

This Court should deny Defendant’s Rule 11 Motion for Sanctions (“Motion”). Defendant’s Motion for Sanctions is premised on the idea that a) Plaintiff made frivolous claims, i.e., that there were no ADA violations at Defendant’s property; b) Plaintiff’s former counsel filed a Stipulated Dismissal after Defense counsel had “withdrawn its consent to stipulate to that dismissal”, and c) that Plaintiff’s former counsel “appears to have violated ethical rules.”

This Court has already orally denied a motion to dismiss under similar grounds on or about January 24, 2024. Accordingly, it is self-evident that this case is not frivolous.

I. Courts across the country have recognized the salutary effects of private actions being brought to enforce the ADA.

While Defendant personally attacks Plaintiff and his former counsel in its Motion, it is apparent courts across the country have a different opinion regarding the enforcement of the ADA. "There can be no question that the Americans With Disabilities Act, passed in 1990, established as law the nation's interest in eradicating the bigotry and barriers faced by individuals with disabilities. 42 U.S.C. § 12102 et. seq. (hereafter "ADA")." "The benefits of such changes clearly redound not only to the plaintiffs themselves, but to similarly situated disabled persons, and the entire society at large." "*See also Bruce v. City Of Gainesville, Ga.*, 177 F.3d 949, 951 (11th Cir. 1999) (discussing ADA plaintiffs as private attorneys general); *Rosenberg v. Merrill Lynch, Pierce, Fenner Smith, Inc.*, 170 F.3d 1, 11 (1st Cir. 1999); For example, successful ADA plaintiffs confer a tremendous benefit upon our society at large, in addition to the attainment of redress for their personal individual injuries, successful ADA plaintiffs, like plaintiffs under Title VII, are entitled to 42 U.S.C. § 1988's fee shifting provision." *Walker v. Carnival Cruise Lines*, 107 F. Supp. 2d 1135 (N.D. Cal. 2000).

Further illustrating the purpose of the enactment of the ADA, included below is an excerpt from President George Bush's speech over 30 years ago following his signing of the act:

"I know there have been concerns that the ADA may be vague or costly, or may lead endlessly to litigation. But I want to reassure you right now that my administration and the United States Congress have carefully crafted this Act. We've all been determined to ensure that it gives flexibility, particularly in terms of the timetable of implementation, and we've been committed to containing the costs that may be incurred.

...

And now I sign legislation which takes a sledgehammer to another wall, one which has for too many generations separated Americans with disabilities from the freedom they could glimpse,

but not grasp. Once again, we rejoice as this barrier falls for claiming together we will not accept, we will not excuse, we will not tolerate discrimination in America.”¹

Recently, a US District Judge for the Western District of Tennessee with 32 years of experience who has presided over at least 27 individual ADA cases elaborated on the salutary effects of private causes of action to uphold the standards set forth in the ADA, specifically categorizing a plaintiff and his counsel’s efforts as a “public service.” The District Judge continued to reiterate Plaintiff’s counsel is entitled to reasonable fees for providing this service. *Grey v. Salameh*, Case 2:24-cv-02363-JPM-cgc (Attached and marked as “Exhibit 1”). Additionally, this District Court Judge stated, “testers” are allowed partly because the government itself doesn’t have or doesn’t attempt to have the resources to handle [these cases], and so they do provide for someone like [the plaintiff].” *Id.* at 12. This Judge’s sentiments echo the law in this circuit and others.

In the 9th Circuit in *Langer v. Kise*, the Court recently held “[*In Civil Rights Education and Enforcement Center v. Hospitality Properties Trust ("CREEC")*, 867 F.3d 1093 (9th Cir. 2017)], [w]e also held for the first time, that a plaintiff suing under Title III of the ADA can establish standing through being a tester plaintiff. *Id.* at 1101. We concluded that a plaintiff’s motivation for visiting a place of public accommodation is “irrelevant to the question of standing.” *Id.* Drawing upon the Supreme Court’s decision in *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 102 S.Ct. 1114, 71 L.Ed.2d 214 (1982), in which it recognized tester standing under the Fair Housing Act, we noted that Congress used the same “any person” language in Title III of the ADA as it did in the Fair Housing Act. *Id.* at 1101–02. This broad language, allowing “any person” to bring a claim under Title III of the ADA, indicated to us that Title III

¹ https://archive.ada.gov/ghw_bush_ada_remarks.html

did not contain a "bona fide" customer requirement for standing. *Id.*; see also 42 U.S.C. § 12188(a)(1).” *Langer v. Kiser*, 57 F.4th 1085 (9th Cir. 2023).

II. Plaintiff’s complaint is not frivolous, and Defendant makes its assertions with no support in the record before the Court.

Defendant fails to offer any proof that Plaintiff brought frivolous claims in the case at bar. In fact, Defendant moved for a dismissal of this case, in part using that same argument. ECF Doc. No. 5. After a hearing on January 24, 2024 (ECF Doc. No. 12), this Court denied that motion and granted Plaintiff’s request to have the property subject to further investigation as to the alleged ADA violations. This Court has already acknowledged that Plaintiff sufficiently plead claims for which relief can be granted. There was nothing then, and nothing now, in the record before the Court to decide as to the factual merits of the case. Defendant simply states Plaintiff’s claims are frivolous without offering any admissible support.

The Ninth Circuit has acknowledged that complaints that initiate actions are not filed for an improper purpose if they are non-frivolous. *Townsend v. Holman Consulting Corp.*, 929 F.2d 1358, 1362 (9th Cir. 1990) (en banc). (discussing *Zaldivar v. City of Los Angeles*, 780 F.2d 823, 829 (9th Cir. 1986). The purpose of the filing of this case was to require Defendant to get into compliance with the ADA. Defendant’s statement that “[d]uring discovery in this matter, defendant received photos taken by plaintiff which appeared to directly contradict the allegations made in the complaint” is false, and again, the only support Defendant appears to rely upon are pictures submitted in support of its motion for summary judgment. These pictures were not produced in accordance with Rule 26, and prior to conducting Plaintiff’s own expert inspection of the property², the case was closed.

² Plaintiff’s Former Counsel did not seek to inspect the property, because she believed the matter had been resolved. See *Declaration Supporting Response to Defendant’s Rule 11 Motion for Sanctions*.

The ADA is a highly technical act, requiring an expert in the field to make measurements to determine compliance. Defendant has designated no such expert along with the production of these photographs. Further, Plaintiff's former counsel disputes that these photographs depict ADA compliance. Additionally, the Court cannot simply take these photographs as proof that ADA violations never existed, as it is clear from the pictures that recent modifications have been done that altered the condition of the property from the time Plaintiff originally visited the property to now. Defendant is now asking the Court to make a factual determination when Plaintiff has no way of rebutting Defendant's claims at this point. It is worth noting, that even if the property had been fully brought into compliance since the initiation of this suit, this would be an issue of mootness, not frivolity.

Former Plaintiff's counsel stands by her position that the violations at the property existed and may still exist; the claims of such were never frivolous.

III. Similarly constructed complaints do not mean that a litigant is vexatious or the claims brought are frivolous.

Contrary to Defendant's claim that this Complaint is "near identical" to other ADA enforcement complaints, the actual observed ADA violations are quite specific to Defendant's property. Still, simply filing similar complaints does not establish a presumption that the complaints are frivolous. The Court in *Wilson v. Pier 1 Imports (US), Inc.*, held, "Plaintiff does not dispute that he has filed a large number of cases but notes that "mere litigiousness is insufficient." *De Long*, 912 F.2d at 1147. The court "must examine the content of the filings." *Id.* The court has examined plaintiff's filings, including in the instant case, and finds that plaintiff's ADA claims are not frivolous." *Wilson v. Pier 1 Imports(US), Inc.*, 411 F. Supp. 2d 1196 (E.D. Cal. 2006). Like the case at bar, this Court has already determined that Plaintiff's complaint states a cause for which relief can be granted by denying Defendant's motion to dismiss.

The Court in *Wilson* continues, stating, “Defendants argue that [the plaintiff]’s conduct is “egregious and vexatious,” in part because he files “boilerplate violations of the ADA and state law.” Indeed, it appears that earlier instances of Hubbard's complaints are virtually identical. It is unclear to this court, however, why uniform instances of misconduct do not justify uniform pleadings.” *Id.* at 1201. This holding is consistent with the pleadings in the case at bar as it relates to ADA claims and any other area of law, for that matter. Certainly, it is an illogical and inefficient proposition to require a lawyer prosecuting a car wreck case to completely reinvent a complaint every time a similar accident occurs. The same applies under the ADA when similar claims are present at different businesses.

Defendant refers to the hearing on the Motion to Compel, during which counsel for Plaintiff realized that there was an error in the filed Complaint, citing an ADA violation that was not listed in her case research. She apologized to the Court and agreed to file an Amended Complaint. Defendant’s representation that this meant that there were no ADA violations at the property is untrue.

IV. Plaintiff’s Former Counsel had authority to negotiate and execute all settlements regarding Plaintiff’s prosecution of ADA claims.

Defendant appears to make the erroneous argument that, despite Plaintiff giving his former counsel authorization to settle ADA complaints on his behalf, Plaintiff’s formal counsel had no such authority. Plaintiff’s agreement with Former Plaintiff’s Counsel clearly delegated settlement authorization to his counsel. The pertinent excerpts from the agreement is attached and marked “Exhibit 2.”

Interpreting Oregon RPC 1.2, Oregon Formal Ethics Opinion No. 2019-195 states, in pertinent part,

“It is important to emphasize that this opinion only addresses a client’s blanket delegation of settlement authority to his or her lawyer. A blanket delegation of settlement authority means the client has placed no restrictions whatsoever on the settlement terms the lawyer may accept on the client’s behalf. The same ethical considerations are not necessarily implicated when the client and lawyer discuss settlement beforehand and the client agrees to give the lawyer authority to settle a claim within pre- agreed parameters—even broad parameters that confer significant discretion to the lawyer.

Nothing prevents a client from providing a lawyer with advance authorization to agree to a settlement within pre-agreed parameters as long as that client places some outer limit on the lawyer’s discretion and the client has sufficient information available at the time to make an informed decision about providing such authorization under Oregon RPC 1.4...”

In the case at bar, Former Plaintiff’s Counsel’s authorization from the client was simple: require the defendant to make the repairs requested and seek a reasonable attorney fee to compensate Plaintiff’s Former Counsel for her time. That is precisely what the proposed settlement agreement would have accomplished.

V. Defendant consented to the filing of a stipulation of dismissal in this matter, and never moved to set the stipulation of dismissal aside before it became a final judgment.

Sanctions are not warranted because Defendant thinks that Plaintiff’s prior counsel wrongfully filed the Stipulated Dismissal. This Court has a statement from Jessica Molligan that although Defense counsel sent an email to her earlier in time than her filing of the Stipulated Dismissal, she was unaware of that contact and absolutely did not intentionally file it knowing that the consent to dismissal had been withdrawn. (ECF Doc. No. 37). Furthermore, Ms. Molligan responded to Defense counsel’s email upon viewing it, advising that she had already filed the Dismissal. Ms. Molligan then waited to see if Defense counsel wanted her to contact the Court to advise, but Defense never did. In fact, Defense counsel did nothing until weeks after the judgment became final, leaving Ms. Molligan to conclude that Defendant had again changed its mind and decided to simply let the Dismissal stand.

In pertinent part, FRCP 11(c)(2) states, “The motion [for sanctions] must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. While Plaintiff’s former counsel strongly stands by the veracity of the allegations in the underlying complaint in this cause, Plaintiff’s former counsel has already offered to dismiss the suit with prejudice, to which Defendant’s counsel originally agreed as stated above. Essentially, Defendant already accepted the relief that it is now seeking in this motion, and its motion for summary judgment, indicating a potentially improper purpose for the filing of the Rule 11 motion.

Again, citing to *Wilson*, the Court in that case held “based on the evidence presented, defendants have not shown that [the plaintiff] is a vexatious litigant. Indeed, they have left the court with the distinct fear that the motion [to declare him as such] is frivolous.” *Wilson v. Pier 1 Imports(US), Inc.*, 411 F. Supp. 2d 1196 at 1201. Based on the record in this case, Plaintiff’s former counsel contends the underlying Rule 11 motion is frivolous as well.

VI. Counsel for Plaintiff has not violated any ethical rules in her representation of Plaintiff.

Sanctions are not warranted because of Defendant’s assertion that “it appears” that Ms. Molligan violated ethical rules. It is unclear how Defendant expects this Court to make a conclusion as to whether or not there was an ethical violation and whether or not that in any way creates the right to seek Rule 11 Sanctions. While Ms. Molligan’s position is that Plaintiff gave authority to settle all ADA matter, on an informed basis, i.e., that the ADA violations would be addressed, and that Defendant would pay for the attorney fees and costs, this issue does not create a Rule 11 violation.

Sanctions are not warranted because of Defendant's assertion that Plaintiff was paid to be a Plaintiff to create standing. This Court has heard testimony in another ADA enforcement case handled by Ms. Molligan, *Burley-Beavers v. Nguyen and Le*, Case No. 3:23-CV-01890-YY, that the Plaintiff therein was not paid by anyone to be a Plaintiff; he was compensated for estimated expenses involved with visiting Defendant's property. The same applies here to this case. Mr. Slevin was compensated for reasonably calculated probable expenses incurred while visiting Defendant's property. Your Honor previously entered an order effectively "ending the inquiry on this matter." (ECF Doc. No. 21) Further, Defendant offers no proof or substantiation that expense reimbursements in any way affect "standing."

Plaintiff always had standing to bring this case against Defendant. Discrimination has long been recognized in our Courts as a basis for lawsuits. Plaintiff is disabled and encountered physical barriers; he has Article III standing to sue under the ADA. *Sierra v. City of Hallandale Beach, Fla.*, 996 F. 3d 1110, 1114-15 (11th Cir. 2021); *Mielo v. Steak 'n Shake Operations, Inc.*, 897 F. 3d 467, 480 (3rd Cir. 2018); *Nat'l Fed'n of the Blind, Inc. v. Wal-Mart Assocs., Inc.*, 566 F. Supp. 3d 383, 394 (D. Md. 2021). Furthermore, he actually did not even need to attempt to access a physically inaccessible structure, or to ask for service and be refused, in order to have standing. *International Brotherhood Of Teamsters v. United States*, 431 U.S. 324, 366 (1977); 42 USC Sec. 12188(a)(1).

VII. There is no evidence that Plaintiff's demand for attorney's fees was unreasonable.

While it may be true that Defendant expended significant time and money defending itself from this lawsuit, that certainly is by no fault of Plaintiff or Plaintiff's prior counsel. At the very onset, Defendant could have avoided the lawsuit entirely by agreeing to make the repairs and modifications requested in Plaintiff's initial demand letter and by paying for reasonable attorney

fees. Importantly, the ADA does not only require businesses to get into compliance once they are sued; rather, it requires all businesses operating places of public accommodation to be in compliance when such compliance is readily achievable.

While Plaintiff's initial demand for attorney fees may have been \$8,000, it is normal negotiating strategy to lower that amount in an effort to avoid unnecessary fees and expenses. There is no adequate record at this point to determine what are reasonable attorney fees for this case, but for reference, attached to this brief are three (3) orders from a US District Court in Eastern Missouri, granting a Plaintiff and her attorney judgments for fees in the amounts of \$7,087.50, \$7722.00, and \$7925.63, respectively, in ADA cases where default judgments were taken. (collectively, "Exhibit 3"). Certainly, more work was involved on the instant case than in the defaulted cases, as negotiations took place between the parties and significant time was spent during that process.

Defendant elected to pursue this matter on its own, even to this point beyond the case dismissal, and continues to incur unnecessary attorney fees without ever once proving that there were in compliance with the ADA or that, if so, it was for some unarticulated reason exempting its compliance with the ADA.

Additionally, Defendant invokes Tennessee rulings by pointing to the matter in *Jordan v. Joe B. Beasley & Associates, L.P.*, No. 3:23-cv-00496. Defendant neglects to inform the Court that this case is under appeal, and, given the statements made above in the Western District of Tennessee, it is at minimum possible that such appeal will be successful.

Despite there being no factual record to support any of the allegations toward the plaintiff and the plaintiff's counsel in that case, the dicta from that case cited by Defendant included discussion of the court's order in *In re Tristan W. Gillespie*, No 1:21-mc-14 (D. Md. June 30,

2023), suspending an attorney under circumstances that, in the district court's view, were tangential to those argued by Plaintiff and Plaintiff's former counsel. Significantly, and overlooked by the district court and Counsel for Defendant in the case at bar, the Fourth Circuit vacated the suspension order in Gillespie on November 14, 2023, some two months earlier. *See In re Gillespie*, 2023 WL 7548181 (6th Cir. Nov. 14, 2023), *see also Fox v. County of Saginaw*, 2023 WL 697858 (E.D. Mich. Oct. 23, 2023) (effect of circuit court order vacating district court order is invalidation of district court order).

VIII. Conclusion.

For the reasons stated above, Plaintiff's former counsel respectfully requests a denial of Defendant's Rule 11 Motion for Sanctions.

Dated this October 10, 2024

/s/ Jessica Molligan

Jessica Molligan, OSB #001823

Certificate of Service

I hereby certify that on October 10, 2024, I caused to be served the foregoing on the following listed e-service contacts:

Nicky Blumm,

Iann M.R. Armstrong,

Michael Fuller, michael@underdoglawyer.com

/s/ Jessica Molligan

EXHIBIT 1

JEREMY GREY, Plaintiff, vs. IBRAHIM SALAMEH, IHSAN AWAD, Defendants.	NO. 24-CV-02363
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WEDNESDAY
SEPTEMBER 11, 2024

UNREDACTED TRANSCRIPT

A P P E A R A N C E S

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1 WEDNESDAY
2 SEPTEMBER 11, 2024

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5 THE COURT: This is Judge McCalla, and we're
6 obviously on the telephone. I need to go through three rules
7 to keep in mind. The first thing is when a person speaks,
8 they need to state their name. Obviously, we cannot see you,
9 and we need your name to have an accurate record.

10 The second thing is that if the court reporter
11 cannot hear you or understand you, or me, or anybody else,
12 the court reporter will say, I could not hear you or
13 understand you. Then just repeat more clearly and perhaps a
14 little more loudly the statement that you were making.

15 The third thing is that if there's some
16 overspeaking, and that can happen just because we're distant
17 and we can't see each other, then she will say, I can only
18 take one at a time. Sometimes I do need to interrupt just a
19 little to keep things moving along.

20 But let me check and see who we have on the line
21 for Mr. Grey.

22 MR. STEPHENSON: Alex Stephenson, counsel for
23 Mr. Grey, present.

24 THE COURT: Okay. And who do we have for the
25 individual defendants? I think we may have both of them. I

1 don't know. Who do we have for the individual defendants?

2 **MR. IBRAHIM:** You have Salameh Ibrahim.

3 **MR. AWAD:** And Ihsan Awad.

4 **THE COURT:** Okay. All right. I'm going to ask
5 just at the beginning, Mr. Ibrahim and Mr. Awad, are these
6 properties part of a corporate operation? In other words, is
7 there a -- is any of this incorporated, or is this all
8 individually owned?

9 And I'll just start with Mr. Ibrahim, if that's
10 all right, because he's first on my list. So what's the
11 situation in that regard?

12 **MR. IBRAHIM:** Yes. No. It's basically
13 individual.

14 **THE COURT:** Individual?

15 **MR. IBRAHIM:** Yes. We just accessed the property
16 about two years ago, something like that.

17 **THE COURT:** Okay. And you purchased -- you
18 acquired the properties about two years ago. Is that
19 correct? Is my understanding correct?

20 **MR. IBRAHIM:** Yeah. About two or three years
21 ago, yes.

22 **THE COURT:** No problem. And how many -- it says
23 shopping centers, so I don't know how many entities are in
24 the shopping center. Is this leased property with multiple
25 shops? What's our situation, Mr. Ibrahim?

1 You're not exactly required to, but you almost always do.

2 **MR. STEPHENSON:** Alex Stephenson speaking. Yes,
3 Your Honor, I have engaged the defendants with regard to
4 potential resolution of these issues, and that's what I'll
5 say on that at this point in time. I have presented an
6 offer. There have been multiple offers presented to them at
7 this time.

8 **THE COURT:** Okay. And, of course, the Court
9 doesn't really deal extensively at all in the settlement
10 process, but I know that you usually try to work on that.

11 Do I have the pictures here? I think they're up
12 here, so let me take a look at them, of the facility. So
13 exactly what is the -- I know we have -- I tell what you,
14 let's go to Mr. Stephenson.

15 Would you list the most difficult access problems
16 that you've encountered, or your client, Mr. Grey, has
17 encountered, in connection with the property.

18 **MR. STEPHENSON:** Yes, Your Honor. Alex
19 Stephenson speaking again. The defendants have made what
20 appear to be some remediations, attempted remediations to the
21 property. However --

22 **THE COURT:** I'm sorry. I did see that they had
23 and they filed, in essence, an answer and they have -- it
24 appears they have made some -- probably have made some
25 efforts at remediation.

1 Go ahead now. I'm sorry.

2 **MR. STEPHENSON:** Correct, Your Honor. And so at
3 this time, based on -- and I've been out to the property
4 personally. I went at the end of August. So unless there
5 have been changes since that time, the main issues that I --
6 that we are noticing is the fact that there is a transition
7 from the access aisle up to the route to entry, and there is
8 no curb ramp. And so there's about a one half -- there's a
9 wooden board that goes across right behind the parking stops,
10 the bollards out front.

11 And so there's a transition. There needs to be a
12 ramp of some kind or a level portion where someone on a
13 wheelchair can arrive and access that without having to put
14 in extra force or find a way to jump that transition.

15 There also -- it appears that the access aisles
16 are too narrow on the spaces that are accompanying the
17 accessible spaces, and we are also requesting that there be a
18 van accessible space. It does not appear that either of the
19 spaces that have been added are designated as a van
20 accessible space, and it does not look like either of those
21 spaces meet the minimum requirements to satisfy the
22 guidelines for a van accessible space.

23 **THE COURT:** Right. We have pictures of the
24 automobile accessible space, but your point is that there's
25 not -- you don't believe there's a van accessible space; is

1 that correct?

2 **MR. STEPHENSON:** That is correct, Your Honor.

3 And there's a couple of other issues, and I'll just go ahead
4 and run through those briefly. Nothing can protrude into an
5 access aisle and/or space. It appears that at least in one
6 of the access aisles, and potentially both, there's a parking
7 bollard that projects into or is located within the access
8 aisle, and that is not allowed. So that's another issue.

9 But, mainly, it's the fact of the missing van
10 accessible parking space, the transition from the parking
11 facility up to the route to entry, and the fact that it does
12 not appear that either of the spaces satisfy what would make
13 a van accessible space. Even if they were just to add
14 signage, it would need to be re-striped from what I'm seeing.

15 **THE COURT:** Okay. All right. Well, let me hear
16 from, perhaps, Mr. Ibrahim because -- what's our situation,
17 then? I know you made some remedial efforts. And, actually,
18 looking at the photographs, the property looks pretty neat
19 and clean and nice. How is it going in terms of working with
20 Mr. Stephenson to get these things resolved?

21 **MR. IBRAHIM:** Salameh Ibrahim speaking. We did
22 do the required, I guess, modification that needed to be
23 done. We only have, like, what, eight parking spaces over
24 there or nine parking spaces, and we do have even two
25 handicap spaces. We only have to have one.

1 The handicap goes straight to the door. I think
2 he's talking about where you can go from one door to the
3 other from the outside. From the outside, it is a little
4 small, but you can go from one door -- from the handicap to
5 the door, you can go inside of it. And the first handicap
6 space, I mean, we measured it. It looked like it was
7 required, in other words, you know, I guess the measurements
8 that needed to be measured.

9 But I invited Mr. Stephenson and his client to
10 meet me over there two or three times if they would like and
11 so we can go -- so we can go to the -- you know, exactly what
12 needs to be fixed. In my -- the way I see that we fixed
13 everything that I guess I thought needed to be fixed. But
14 like I said, if there's anything we have to do, re-striping
15 or anything, we have no problem. It's under a \$200 job. We
16 have no problem paying anybody to, you know, anybody to
17 re-stripe.

18 **THE COURT:** Sure. Right. Let me check with your
19 colleague. Tell me what your relationship is. I want to get
20 the names right. I've just been using the names as they
21 appear here, but it may be that -- Mr. Awad; is that right?

22 **MR. AWAD:** Yes, sir. Yes, Awad.

23 **THE COURT:** Sometimes they -- I hate to say this.
24 Sometimes they mix up first names and last names because I'm
25 never quite sure the order in which they appear on my page.

1 **MR. AWAD:** First name is Ihsan. Last name is
2 Awad.

3 THE COURT: We're good, Mr. Awad.

4 What's your observation, about what we need to
5 get done here? We usually set a schedule. We will set a
6 schedule, but tell me what your observation is.

7 MR. AWAD: I mean, I'm sorry because my English
8 is not very well. I've not been in the USA for a long time.

9 **THE COURT:** You sound really good. I want to --
10 you sound quite good, but if you would prefer your colleague
11 to speak, that's okay too, but . . .

12 MR. AWAD: Yes, because I'm not speaking very
13 well English actually.

14 THE COURT: Well, a lot better than -- now,
15 what's your native language, then?

16 MR. AWAD: I speak Arabic.

17 **THE COURT:** Arabic. All right. Well, I have a
18 Farsi speaker here, but I don't have an Arabic speaker. I
19 had one not long ago.

20 **MR. AWAD:** I mean, Salameh can translate for me.
21 If you want to ask me something, he can translate. I can
22 understand a couple of things, but not everything. Like what
23 you asked right now, I don't understand.

24 THE COURT: No problem. We're going to go
25 back -- I just didn't want to leave you out. That's

1 important because you're part of the case. And so --

2 **MR. AWAD:** Yes, sir.

3 **THE COURT:** Is it Mr. Salameh, that's close, I
4 hope. How do you pronounce your last name?

5 **MR. IBRAHIM:** Yes, sir. (Inaudible.)

6 **THE COURT:** Okay. Yes, sir. So what do you
7 propose in terms of how we proceed? I'm going to come back
8 to plaintiff's counsel. I will tell you that usually
9 plaintiff's counsel, on these cases, they're properly
10 brought. There's not a problem with that. It may seem a
11 little frustrating sometimes. But I will tell you that
12 Mr. Stephenson is usually pretty reasonable.

13 Aren't you, Mr. Stephenson?

14 **MR. STEPHENSON:** Your Honor, I try to be. I try
15 to be. And if I may respond just briefly to some of the
16 comments made by the defendants. You know, we have -- I
17 proposed meeting the defendants out at the property. You
18 know, we have not -- there hasn't been a time scheduled at
19 this point, but I'm happy to go out there and go over that
20 with them and review these issues that my client has
21 complained of and that we still believe are currently in
22 violation of the ADA. And so we're willing to work with the
23 defendants.

24 They -- as I said, we presented offers. The
25 defendants have, at least as far as Mr. Ibrahim, has told me

1 that the defendants have, you know, some issue with the fact
2 that my client is bringing this case and has brought so many
3 cases. And so I do appreciate you bringing that up. I tried
4 to explain to them that there's nothing other than the fact
5 that we're trying to get this property into compliance so we
6 can get this resolved, and so I do appreciate you making that
7 point.

8 **THE COURT:** Well, it is confusing the first time
9 someone is confronted with ADA compliance because it looks
10 like, well, what's going on here, how come this individual is
11 going around doing this? But testers in this area are
12 allowed. It's -- and that's to ensure the enforcement of the
13 statute. It's really partly because the Government itself
14 doesn't have or doesn't attempt to have the resources to
15 handle this, and so they do provide for someone like
16 Mr. Grey.

17 My impression, because we've had a good many of
18 these, is that Mr. Grey clearly has a real disability. This
19 is not some -- did you see him, Mr. Salameh? Did you see
20 Mr. Grey? He's usually in a van. Is he still in a van?

21 Let me just check back with Mr. Stephenson. He
22 had a van. He's usually in a wheelchair. Right.

23 **MR. STEPHENSON:** Yes, Judge. He's generally in a
24 van. There's also a Nissan Xterra he has with accessible
25 features that he will drive from time to time.

1 THE COURT: Okay.

2 MR. AWAD: Excuse me. I'm sorry, sir.

3 THE COURT: Sure. Go right ahead.

4 MR. AWAD: I just want to ask something.

5 THE COURT: Sure.

6 MR. AWAD: He spoke about the guy, the tester.

7 MR. IBRAHIM: Basically, he's talking about the
8 handicap guy. He comes in with a van.

9 MR. AWAD: Yes. I think I remember this guy,
10 okay, so -- because I'm working always there. Okay.

11 THE COURT: Sure.

12 MR. AWAD: I think he always come in there, and
13 honestly, he -- if I'm not mistake what you guys talking
14 about, okay, I always -- he gives me the beep. (Speaking
15 Arabic.)

16 THE COURT: I'm sorry. We missed that. I'm
17 going to ask you to say that again. The court reporter just
18 said we need to re-speak.

19 MR. IBRAHIM: He said he remembers the guy. He
20 thinks it's the guy. He usually beeps when he comes.

21 MR. AWAD: Yes. (Speaking Arabic.)

22 I'm sorry. I'm just speaking Arabic so he can
23 translate for you guys.

24 THE COURT: Okay. I'm sorry. Go ahead. But
25 they asked you to slow down just a little bit.

1 **MR. AWAD:** Okay. Salameh, can you hear me?

2 **THE COURT:** Yes, yes. Just speak a little more
3 slowly.

4 **MR. AWAD:** I'm going to tell him in Arabic.

5 **MR. IBRAHIM:** He's trying to speak in Arabic so I
6 can translate for him.

7 **THE COURT:** Oh, no, that's perfectly fine.
8 That's no problem at all. We're glad to do that.

9 **MR. AWAD:** (Speaking Arabic.)

10 **MR. IBRAHIM:** I don't know if it's the same guy
11 he's talking about. He's saying there's a guy that comes in
12 there. He beeps his horn, and they go out. When he beeps
13 his horn, they go out to his car and help him out, give him
14 whatever he wants and just go back to the store so he won't
15 have to get out. I don't know if maybe he's confused with
16 another guy.

17 **MR. AWAD:** If I'm not mistaken. He's my
18 customer. He's a very good customer. Okay. And he always
19 come in there. Even when we have the handicap, he's coming,
20 he beep the horn, and we go help him.

21 **THE COURT:** I think that's all -- it reminds me
22 of when I was in France, actually. That's a really good
23 thing to do, and that's not a problem. In fact, I'm sure
24 that Mr. Stephenson would agree that that's certainly a way
25 to approach the issue. I think that what I am hearing is

1 that you would all three like to meet and also -- I think it
2 is another person that is -- that you're dealing with, but
3 that's still a very favorable thing.

4 So, Mr. Stephenson, when do you suggest that you
5 try to get together with these two gentlemen?

6 **MR. STEPHENSON:** I can gladly get out there in
7 the next 30 days with them. The property is here in town,
8 Your Honor. It's about 15 to 20 minutes from my office. If
9 we can find some time in the next 30 days, I would gladly
10 meet Mr. Awad and Mr. Ibrahim out at the property and go over
11 the issues that my client is still complaining of.

12 **THE COURT:** I think that's a good idea. Is that
13 okay for the --

14 **MR. IBRAHIM:** Like I said, he is out of town the
15 next, I think, week. So after one week, I can get with
16 Mr. Stephenson and we can just meet out there and hopefully
17 we can solve this without any further -- anything further.

18 But going back to Mr. Stephenson, about him --
19 about his client going around. Honestly, I do believe
20 that -- I'm sorry. Mr. Stephenson told me that his client
21 doesn't go around and get money out of this. He can't get
22 money out of this. He doesn't get paid. It's against the
23 law. And, honestly, I'm sorry, I just don't believe his
24 client is just going around to 20, 25 stores just to -- just
25 to, you know -- just to, you know, basically just pay off

1 lawyers and waste his time like that.

2 The reason I have a problem with it is because
3 Mr. Grey never came inside the store and told us, look, I do
4 have a problem with the handicap space. Can y'all please fix
5 it? I do have a problem with this showcase being high. Can
6 y'all please fix it? It's not like he's coming in there and,
7 you know, asking us and we didn't do it.

8 **THE COURT:** I understand. And I think that the
9 answer to this is for the three of -- the four of you to meet
10 and try to get it resolved. So I was going to try to set a
11 date or a close -- something that's pretty close to a date
12 for you to meet. It sounds like that should be -- what will
13 work for the defendants? What's a good day for you? And I
14 think that plaintiff's counsel is saying he will try to work
15 with that. What day would work for you?

16 **MR. IBRAHIM:** Ihsan, when do you come back in
17 town?

18 **MR. AWAD:** I'll be in Memphis on the 27th. So
19 any day after that, I will be okay with it.

20 **THE COURT:** Any day after September 27. Of
21 course, September 27 is a Friday. So you're talking about
22 either the 30th or maybe later in the week. Maybe October
23 the 2nd would be a Wednesday. Would that work?

24 **MR. AWAD:** Yes.

25 **THE COURT:** Okay. Wednesday, October 2nd.

1 **MR. AWAD:** Yes.

2 **THE COURT:** Let me ask Mr. Stephenson: Is that
3 going to work for you?

4 **MR. STEPHENSON:** Let me check my calendar, Your
5 Honor. I'm looking right as we speak. October 2nd appears
6 to be a good date for me, Your Honor.

7 **THE COURT:** Okay. What time do you want to meet
8 at the business, at 1722 Winchester?

9 **MR. STEPHENSON:** Anything between nine and four
10 o'clock works for plaintiff's counsel, Your Honor.

11 **THE COURT:** By that time of year, it will be
12 fairly comfortable during the day, so why don't we say 11 a.m.

13 **MR. AWAD:** That works.

14 **THE COURT:** Would that work for the defendants?

15 **MR. IBRAHIM:** You said October 2nd, 11 a.m.

16 **THE COURT:** Wednesday, October 2nd, at 11 a.m.

17 **MR. IBRAHIM:** That works.

18 **MR. AWAD:** That works for me.

19 **MR. IBRAHIM:** Yes, that works for me too.

20 **THE COURT:** Looks like everybody is on board on
21 this.

22 **MR. IBRAHIM:** I did want to ask something, Judge.

23 **THE COURT:** Sure.

24 **MR. IBRAHIM:** We did receive the notice from --
25 on, I think, around -- I'm sorry, on the 4th of June. We did

1 receive that 21 days where you have to fix everything, and I
2 did submit the ticket that Ihsan was out of town from the 2nd
3 to the 29th, and that's why we didn't do the 21 days on time
4 because he was out of town, and I submitted those tickets to
5 Mr. Stephenson and his client but they still, I guess -- I
6 explained to them this is why we didn't do it, 21 days on
7 time.

8 **THE COURT:** Sure. I think Mr. Stephenson has
9 agreed that that's not going to be raised as a problem in the
10 case. Is that right, Mr. Stephenson?

11 **MR. STEPHENSON:** Correct, Your Honor.

12 **THE COURT:** Thank you for bringing that up,
13 though. That does take care of that.

14 What we're going to do is we're going to reflect
15 in the scheduling order that the parties will meet on
16 Wednesday, October 22nd (*sic*), at 11 a.m., at the business in
17 an attempt to resolve the matter. And we will also reflect,
18 because I can see the photographs and so forth, that the
19 business has taken steps to remediate a portion of the
20 complaints and will attempt to resolve the rest in the
21 meeting.

22 Now, I have to set a couple of other things. I'm
23 going to tell you about a few things, but don't get too -- we
24 can work through this. In the business -- in the federal
25 court, there's a requirement that the parties exchange

1 information, and it is a serious requirement, very much
2 enforced, and that means that, for example -- and I think
3 that the -- I think defendant has done some of this already.
4 You know, things that you would rely on in defense of your
5 case, you have to show Mr. Stephenson.

6 Now, he has to show you what he would rely on in
7 his case.

8 So, Mr. Stephenson, if you have photographs taken
9 by Mr. Grey, which you usually do, have you disclosed those
10 at this time?

11 **MR. STEPHENSON:** I have not, Your Honor. But
12 the -- I believe we've agreed that the initial disclosures
13 will be served on each other by the 23rd of this month. I
14 can gladly include any photos the plaintiff has along with
15 those disclosures.

16 **THE COURT:** And so you have agreed on that. Both
17 sides do have to disclose.

18 The second thing is that you also have to
19 identify people who would be witnesses to what's been done.
20 Now, for example, if someone has changed the striping on the
21 parking lot or put up a -- changed matters as to the handicap
22 access, that person, who might well be a workman or a
23 craftsman, name would be disclosed also to show that the
24 defense had done that.

25 That's important. It's very favorable to you to

1 show that. So you would want to identify the company and/or
2 the workman who had made those changes, and you have made
3 some changes. So I would -- you have to show those. It's a
4 list, not very complicated: an address, a phone number of
5 those two or three or four or five people. And, of course,
6 you put both of your names on there because you're very
7 familiar with the property and also the businesses. You
8 also -- the -- in this case, there's not a damage claim.

9 So I want to make it clear, Mr. Stephenson,
10 you're not seeking money damages from -- you're not seeking
11 money damages from the defendants, right?

12 **MR. STEPHENSON:** That is correct, Your Honor.

13 **THE COURT:** Right. So we have to show that that
14 there's no request -- otherwise, they would be to specify
15 what they were. And that's important, obviously.

16 Now, I realize there's some issues about maybe
17 attorney's fees and so forth, but we're not going to try to
18 address those now. So that's what's due on September the
19 23rd of this year.

20 If a party, either side, does not disclose that
21 information, which is pretty simple to disclose, then they
22 lose the ability to use that information later on in a
23 determination of the merits of the claim. So very important.
24 Not very hard to do.

25 If you're not quite sure what to do, my staff

1 cannot tell you what to do because we're not allowed to do
2 that. We can't help people. But I think Mr. Stephenson is
3 the kind of guy who will tell you what is needed because he's
4 not doing this to get rich.

5 Right, Mr. Stephenson? You're doing this because
6 it's an important part of helping people have access. And if
7 you're doing it to get rich, you're doing it the wrong way,
8 right.

9 **MR. STEPHENSON:** Absolutely, Your Honor.

10 **THE COURT:** So this is more of a public service,
11 and I do appreciate what he's doing. I think we need to
12 understand that.

13 I checked initially to see whether we needed to
14 have any new parties, whether there was somebody else that
15 might have responsibility. Is there anybody else from the
16 defense point of view that we might need to have who would be
17 responsible for making any changes, or do we have everybody
18 correctly?

19 Mr. Salameh, what about that?

20 **MR. IBRAHIM:** You said we need to disclose
21 whoever does the parking lot. Is that something that I send
22 to the Court?

23 **THE COURT:** No. It's something you send to
24 Mr. Stephenson. Now, you theoretically could send it to us,
25 but we don't receive that normally. That's an exchange of

1 information to help get the case resolved. And it's
2 important. Mr. Stephenson, I think, is going to be helpful.
3 He's not your lawyer. He can't give you real advice --

4 **MR. IBRAHIM:** Yes.

5 **THE COURT:** -- but he will not be --

6 **MR. IBRAHIM:** No, he's been helpful.

7 **THE COURT:** He seems like he's a good guy on
8 this.

9 **MR. IBRAHIM:** Yes.

10 You did say something that I think I
11 misunderstood. You said the thing was October 22nd. I think
12 you meant to say October 2nd.

13 **THE COURT:** I'm sorry. October 2nd. If I say
14 22nd, it's just because I've got something else I've got to
15 do on that day, which I do, actually.

16 **MR. IBRAHIM:** So one more question, if I may ask.
17 You did say something about Mr. Grey and his lawyer, they're
18 not doing this to get rich and stuff, but they are acquiring
19 royalties and stuff.

20 Now, can the judge -- can you know how much those
21 royalties are? because when we tried to settle the case, I
22 thought the lawyer fees was way more expensive than the
23 normal fees. Would the Court set the lower fees for this
24 case or --

25 **THE COURT:** Let me explain one thing about --

1 good question, and the Court can, if there's not an agreement
2 on that, then there can be -- if it's determined -- and it
3 appears that it might be determined -- that some remediation
4 needed to occur, then the Court can set a reasonable fee that
5 will be paid by the defense. We usually don't end up doing
6 that in these types of cases.

7 Now, we do it in lots of cases, but this is not
8 the type of a case. And this is not like in state court
9 where you're talking about a fee that sounds like a couple of
10 hundred dollars. I know in state court, there can be fairly
11 low fees. They're really fees that go to the court.

12 These are fees that are for the purpose of making
13 sure that counsel, who are willing to pursue these cases, are
14 adequately compensated for their work. We're not trying --
15 but when I said about not -- just as a practical observation
16 from many, many cases, I was not kidding when I said to
17 Mr. Stephenson, I don't think you're getting rich on these
18 cases, because these -- he's -- these are not usually high
19 fees.

20 I will give you a terrible example of fees. I
21 have cases where people get -- this is a different situation
22 completely. In Delaware, people may get \$7 million in fees.
23 That's not the kind of case at all. That's a patent case or
24 trade secret case.

25 So we have -- we do have the ability to set fees.

1 It's better if people can work them out, but we can if the
2 parties don't work them out. A party is entitled to an
3 application for fees, and we set them in accordance with the
4 law that exists in the Sixth Circuit. So it's a little
5 complicated, and I think you'll -- I'm going to let y'all
6 work that out if you can. If you can't, then I'll take care
7 of it at the appropriate time.

8 **MR. IBRAHIM:** Okay. The lawyer's fees -- now,
9 for example, Mr. Stephenson, not that he would do this. He
10 can basically try to drag this out for two years and say,
11 okay, this is two years' worth of royalties.

12 **THE COURT:** I don't think that -- Mr. Stephenson,
13 your fees --

14 MR. IBRAHIM: Not that he would do that. I'm not
15 a lawyer. I'm sorry. I'm just trying to --

16 **THE COURT:** Right. You have the same healthy
17 skepticism that most of Americans do about paying lawyers.
18 There's nothing wrong with that. That's not a problem.

19 **MR. IBRAHIM:** Yeah, yeah, because, honestly, this
20 case is kind of -- this case is kind of -- I don't want to
21 say ridiculous and stuff, but, I mean, we could have resolved
22 this case from the beginning where Mr. Grey -- you're saying
23 Mr. Stephenson is not out there to get rich. I mean, he's
24 trying to do his job to get some money. It's not that.

25 If Mr. Grey wanted us to fix this stuff, he could

1 have just came inside the store and said, can y'all please
2 fix this, and the case would be over. But yet, we're going
3 to do all this stuff, and he's going to 30 locations. I
4 don't know how many locations. I don't want to say. He goes
5 to every single location just snapping pictures and doing
6 this stuff.

7 I know you're looking at it a different way, but
8 I'm sorry, I'm looking at it a completely different way than
9 you are, Judge. I'm looking at it as they're going around
10 snapping pictures instead of going inside the store and just
11 asking, can y'all --

12 Now, if Mr. Grey, came over here and said, hey,
13 can y'all fix this, and I ignored it, I can understand that.
14 But he did not come to me and say, fix this. We fixed this
15 stuff right when we received the paper, and yet we're going
16 through all this that requires more and more and more lawyer
17 money.

18 That's why I think, honestly, this lawsuit is
19 something that has to do -- a hundred percent in my mind has
20 to do with money because Mr. Grey never came up to me and
21 said, can y'all fix this. He didn't give me a chance.

22 **THE COURT:** Your point is a good one in terms of
23 a suggestion for Mr. Grey in the future. I've seen him,
24 obviously, in other matters, and he's not a bad guy. But I
25 understand exactly what you're saying. I think it's a really

1 good suggestion. We are kind of where we are. I can't
2 really change that right now.

3 **MR. IBRAHIM:** He's doing it by the law. I know
4 he's doing it by the law.

5 **THE COURT:** Right.

6 **MR. IBRAHIM:** But this is all over the United
7 States and Florida, and California. This stuff has happened
8 all over the United States, and I'm surprised that -- you
9 know, I know he's doing it by the law and I see that, but I'm
10 surprised that the courts haven't did something where, you
11 know, this person has to come in and give the person a chance
12 of, you know, trying to fix things instead of just going
13 straight to court and trying to get some money out of these.

14 **THE COURT:** Right.

15 **MR. STEPHENSON:** Your Honor, if I may just
16 respond briefly.

17 **THE COURT:** Sure, go ahead. But we're going to
18 try to get the schedule and wrap things up pretty quickly.

19 **MR. STEPHENSON:** Absolutely. This will be very
20 quick. Just to clarify, plaintiff's counsel, I sent this
21 out, personally sent out a letter prior to the lawsuit being
22 filed in an attempt to resolve these issues. There were
23 conversations prior to a lawsuit being filed. Nothing was
24 able to get worked out. That is why we're here. That's all
25 I have to say, Your Honor.

1 THE COURT: No, I understand.

2 **MR. IBRAHIM:** He was out of town. I showed you
3 the tickets that he was out of town.

4 **THE COURT:** Right. Let me go ahead. We've got
5 that information, and we understand that.

6 MR. IBRAHIM: Okay.

7 **THE COURT:** This is really a good case in terms
8 of what -- the way that the defendants have responded. You
9 know, sometimes they don't try to fix things. Sometimes it's
10 a really big issue, and you kind of wonder, well, why are
11 they not fixing this, they need to get things taken care of.
12 So I think everybody is trying to get to the right place
13 here.

14 Now, I don't think we need to join parties.
15 That's what I understand, so I'll make a note of that, but
16 we've got a deadline for that.

17 Motions to amend pleadings, I think the pleadings
18 are adequate. And we refer back to the conference today and
19 the photographs submitted and so forth as supplementing what
20 has been submitted in the case. And we understand, of
21 course, you will be exchanging material by -- on or about
22 September 23rd.

23 Motions to dismiss, this is really not a motion
24 to dismiss case. These cases have an ability to be heard by
25 the Court, and they do state a claim.

1 Completing all discovery, they've got April 1.
2 That's interesting, April 1, of 2025. I think this case will
3 get resolved, and we will leave that date in there.

4 And also there's a deposition deadline. Requests
5 for admissions deadline and so forth. We will leave those in
6 the proposed material.

7 Experts, this is actually so that everybody
8 understands, particularly the defendants, this is a case
9 where -- the type of case where there are individuals who are
10 engineers who do assessments as to compliance with the ADA.

11 And they will come in, and of course, they charge
12 a fee too, but they will come in. They don't work for the
13 Court. They work independently. And they will actually do
14 measurements and check everything and say exactly what needs
15 to be fixed and what does not need to be fixed.

16 There's a gentleman out of Alabama that does this
17 regularly, but there are different people. I think there's
18 someone in the city of Memphis who does it, so there could be
19 an expert if we were going to go to trial. I understand the
20 plaintiff would probably have one who would do measurements,
21 and the defense might want one just to go through and make
22 sure that you've shown it.

23 That's an expense we hope you don't have to
24 incur, but that's something that is a possibility.

25 Then there are depositions that would be set for

1 those, and there's disclosure under Rule 26(e)(1), which is a
2 supplement to the materials that were exchanged in September.

3 Now, I'm going to give you a trial date. This is
4 actually listed as a -- let me make sure.

5 Mr. Stephenson, did you ask for a jury on this?

6 MR. STEPHENSON: No, Your Honor.

7 **THE COURT:** Right. So it's a nonjury as far as I
8 can tell right now. But there's been no answer -- there has
9 been an answer but no jury demand. So we're going to reflect
10 it as a nonjury, judge only case. That could change. If the
11 defense decides you want a jury and you file it with an
12 answer with the demand, you will have one.

13 We're going to give you a date for that. That
14 would be quite short. The jury trial would be probably a
15 day, maybe two at the most.

16 **CASE MANAGER:** Okay.

17 **THE COURT:** And we're going to give them a date.

18 **CASE MANAGER:** What month are you looking for,
19 Judge?

20 **THE COURT:** We can do this in June.

21 **MR. IBRAHIM:** Your Honor, can I request a jury?

22 **THE COURT:** You can. You can request a jury, and
23 that's fine if you want a jury. Juries add a lot of time to
24 the case. I don't mind. I'm glad to have a jury. I like to
25 have a jury because that means that I don't have to resolve

1 factual issues and the jury would.

2 MR. IBRAHIM: I would like a jury.

3 **THE COURT:** That's perfectly fine. And so that
4 will make it a two-day case or two and a half. When will we
5 have that?

6 **CASE MANAGER:** We will do that on Monday,
7 June 16th.

8 **THE COURT:** Monday, June 16. That's, of course,
9 next year, 2025. We start at 9:30 in federal district court,
10 a courtroom to be designated.

11 Pretrial conference would be on which day?

12 **CASE MANAGER:** Friday, June 6th at 10:45.

13 THE COURT: June 6 at 10:45.

14 And pretrial order?

15 **CASE MANAGER:** May 30.

16 THE COURT: May 30, 2025. I think those are
17 dates, and if there's anybody that's got a problem -- this is
18 so far away, I can't imagine anybody has an issue on that.

19 Okay. We'll enter the schedule. What I need you
20 to do, though, is this -- obviously, I would require you to
21 meet in this case, and then if you do get the case resolved,
22 it is important that you notify us promptly, and that's set
23 out in the [local] rule.

24 Usually, you notify us immediately by phone to
25 say the case is resolved, and then you notify us -- and then

1 you're required to file an order of dismissal that basically
2 indicates the resolution of the case within a specified
3 period of time, which is about 28 days at the most, and we
4 would be -- if we didn't get that, then we would follow up
5 and see what had happened.

6 So, Mr. Stephenson, you're familiar with the
7 notice requirement in connection with any resolution of the
8 matter?

9 MR. STEPHENSON: Correct, Your Honor.

10 **THE COURT:** All right. And I wanted to actually
11 tell everybody else.

12 I think we've covered it. I do understand the
13 frustration of the defendant on this. It's not -- it's fully
14 understandable. Our objective is to get this resolved as
15 efficiently and as inexpensively as we can, but I -- you
16 know, I can't -- that's really up to the parties, but that's
17 what we try to do.

18 All right. Anything else, then, from the
19 defendants? Mr. Salameh, anything else that I need to know
20 from you? I do appreciate -- obviously, you've worked on it.
21 I appreciate it. I appreciate both of you working on the
22 matter. Anything else that I need to know from the defense?

23 **MR. IBRAHIM:** There is one thing that, you know,
24 that I haven't brought up yet. The -- a media did call me.
25 Media called me about doing some ADA cases on the news and

1 stuff. It wouldn't be a problem if I did one of those on the
2 media on that, would it?

3 **THE COURT:** Are they asking about a story, a news
4 story, or is there something else?

5 **MR. IBRAHIM:** Yes, a story about ADA cases. I
6 just want to make sure --

7 **THE COURT:** If you -- that's entirely up to you.
8 If -- you know, we can't give advice. There's no prohibition
9 about having a news story on it. But often --

10 MR. IBRAHIM: I just wanted to make sure I didn't
11 create a problem.

12 **THE COURT:** You're not creating a problem there.
13 I would suggest that often things resolved between the
14 parties calmly are better than things that are put on the TV.

15 MR. IBRAHIM: I think everybody would.

16 **THE COURT:** Most people would think that, but
17 it's up to you. It's up to you.

18 Okay. Anything else, Mr. Stephenson, from you?

19 MR. STEPHENSON: Nothing from the plaintiff, Your
20 Honor.

21 THE COURT: Good deal. We will get that order
22 entered, and thank you all very much. Thank you.

23 MR. IBRAHIM: Okay. Thank you.

24 **MR. STEPHENSON:** Thank you, Your Honor.

25 (Adjournment.)

C E R T I F I C A T E

I, TINA DuBOSE GIBSON, do hereby certify that the foregoing 32 pages are, to the best of my knowledge, skill and abilities, a true and accurate transcript from my stenotype notes of the TELEPHONIC SCHEDULING CONFERENCE hearing held on the 11th day of September, 2024, in the matter of:

JEREMY GREY

VS.

IBRAHIM SALAMEH, IHSAN AWAD

Dated this 18th day of September, 2024.

s/Tina DuBose Gibson

TINA DuBOSE GIBSON, RPR, RCR
Official Court Reporter
United States District Court
Western District of Tennessee

EXHIBIT 2

Client and Attorneys agree as follows:

I. PURPOSE OF REPRESENTATION

1.1 The Attorneys' Legal Services. Attorneys will file lawsuits in the U.S. District Court on Client's behalf involving claims for discrimination as a result of the conduct of defendants subject to Title III of the Americans with Disabilities Act where attorneys find the cases to have merit.

II. THE DUTIES OF THE ATTORNEYS

2.1 Prosecution of your Cases. Client and Attorneys agree that, if warranted upon an evaluation of the merits and likelihood of success of each case by Attorneys, Client's cases will be prosecuted to the extent possible under Title III of the ADA. Client agrees to accept notifications and transmission of documents from the regarding case(s) via electronic mail or text (SMS).

IV. CONDUCT OF THE LITIGATION 4.1 Power of Attorney. Attorneys are granted a Power of Attorney as related to these cases so that they have full authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to commence, conduct, and conclude their representation, including reducing to possession any and all things of value due Client under these claims should the Courts choose to make such award(s), as fully as Client could do in person. Attorneys are authorized and empowered to act as a negotiator in any and all settlement negotiations.

EXHIBIT 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JULIE BURGESS,

Plaintiff,

v.

AANASER, INC.,

Defendant.

No. 4:22-CV-1324 RLW

AMENDED JUDGMENT

In accordance with the Court's order of May 9, 2023 (ECF No. 10) and the Memorandum and Order of this date, both incorporated herein,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that judgment is entered in favor of Plaintiff Julie Burgess and against Defendant AANASER, Inc.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant AANASER, Inc. shall bring its real property into compliance with the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as delineated in Plaintiff's Complaint.

IT IS FINALLY ORDERED that Plaintiff's counsel is awarded Seven Thousand Eighty-Seven Dollars and Fifty Cents (\$7,087.50) in attorney's fees and Four Hundred Seventy-Seven Dollars (\$477.00) in litigation expenses.



RONNIE L. WHITE
UNITED STATES DISTRICT JUDGE

Dated this 10th day of July, 2023.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MICHELLE STEGER,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 4:23-cv-00549-MTS
)	
CLAYTON CAPITAL ASSETS LLC,)	
)	
Defendant.)	

JUDGMENT BY DEFAULT

In accordance with the Order entered this same date granting Plaintiff's Motion for Default Judgment,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment by Default is entered in favor of Plaintiff Michelle Steger and against Defendant Clayton Capital Assets LLC in the amount of seven thousand, seven hundred twenty-two dollars (\$7,722.00).

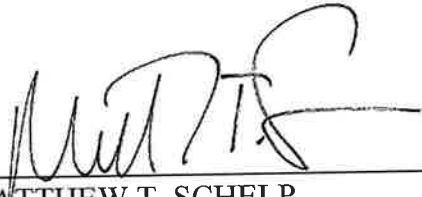
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, within twelve (12) months of the date of this Judgment by Default, Defendant Clayton Capital Assets LLC shall perform the following six (6) actions at its real property located at 7329 Saint Charles Rock Road, St. Louis, Missouri to bring the property into compliance with the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* and its implementing regulations, the ADA's Accessibility Guidelines, 28 C.F.R. Part 36:

1. Add a van-accessible parking space that is at least one hundred thirty-six (136) inches wide.

2. Add an access aisle adjacent to the newly created van-accessible parking space that is at least sixty (60) inches wide.
3. Add signage denoting the newly created space as accessible. This signage must be mounted at least sixty (60) inches above the finished ground of the parking space.
4. Add signage denoting the newly created space as van-accessible.
5. Restripe the newly created van-accessible space so that the lines delineating the space are clearly visible.
6. Add a new curb ramp that has a slope less than 8.33% leading from the parking facility to the entrance of the store located at the property.

* * *

So **ORDERED, ADJUDGED, AND DECREED** this 8th day of December 2023.



MATTHEW T. SCHELP
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

TIM BURGESS,)	
)	
Plaintiff,)	
)	
v.)	Case No. 4:22CV1044 HEA
)	
SHREYAS REAL ESTATE, LLC,)	
)	
Defendant.)	

JUDGMENT BY DEFAULT

This matter is before the Court on Plaintiffs Tim Burgess's Motion for Default Judgment [Doc. No. 10] against Defendant Shreyas Real Estate LLC, pursuant to Rule 55 of the Federal Rules of Civil Procedure. The Court will grant Plaintiff's Motion.

On September 29, 2022, Plaintiff filed this case against Defendant for declaratory and injunctive relief pursuant to Title III of the Americans with Disabilities Act (ADA). The Complaint alleges Defendant failed to remove physical barriers to allow access Defendant's property, which is located within and does business within this district. The record reflects service of summons upon Defendant was executed on October 13, 2022 [Doc. No. 3].

Defendant has failed to answer or otherwise defend as to Plaintiff's Complaint or serve a copy of any answer or other defense upon Plaintiff's attorneys of record or

upon Plaintiff as provided by the Federal Rules of Civil Procedure.

On January 3, 2023, Plaintiff filed his Motion for Entry of Clerk's Default against Defendant. On January 6, 2023, the Clerk of Court entered an order of default against Defendant [Doc. No. 5]. Plaintiff filed the instant motion, an affidavit by counsel outlining attorney's fees and costs and requested judgment be entered in his favor in the amount of Seven Thousand, Nine Hundred, Twenty-Five Dollars and Sixty-Three cents (\$7925.63). Further, Plaintiff requests injunctive relief requested in Count 1 at the expense of Defendant.

The Court, having fully considered the allegations in the Complaint, and Plaintiff's evidence submitted in support thereof, will grant Plaintiff's Motion pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure.

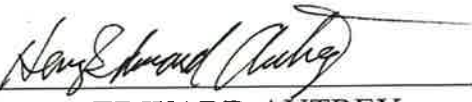
Accordingly,

IT IS ORDERED, ADJUDGED and DECREED that Plaintiff's Motion for Default Judgment [Doc. No. 10] is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Judgment by Default is hereby entered against Defendant, and in favor of Plaintiff, in the amount of Seven Thousand, Nine Hundred, Twenty-Five Dollars and Sixty-Three cents (\$7925.63).

IT IS FURTHER ORDERED, ADJUDGED and DECREED that injunctive relief is **GRANTED** at the expense of the Defendant, and Defendant has twelve (12) months to bring the property into compliance with ADA standards.

Dated this 15th day of May, 2023.


HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE